



Patent  
Attorney Docket No. 11056US11

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the Application of:

Peter Elsbach  
Jerrold Weiss

Serial No.: 10/716,389

Filed: November 18, 2003

For: BIOLOGICALLY ACTIVE  
BACTERICIDAL/  
PERMEABILITY-  
INCREASING PROTEIN  
FRAGMENTS

Examiner: Jennifer E. Graser

Group Art Unit: 1645

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TERMINAL DISCLAIMER

I, Michael B. Harlin, am submitting this Terminal Disclaimer on behalf of New York University. I have been authorized to act as an attorney of record on behalf of New York University in this matter.

New York University is the assignee of the entire right, title, and interest in the above-identified patent application and is the assignee of U.S. Patent No. 5,198,541, U.S. Patent No. 5,641,874 and U.S. Patent No. 6,287,811. It is believed that the assignment attached hereto conveys title in the above-identified patent application as well as U.S. Patent No. 5,198,541, U.S. Patent No. 5,641,874 and U.S. Patent No. 6,287,811 from the inventors to the assignee. The attached document establishing the assignee's title has been reviewed by the undersigned and the undersigned certifies that to the best of his/her knowledge and belief, title is in the assignee.

Assignee hereby disclaims the terminal portion of the term of any patent granted on the above-identified application extending beyond the expiration date of U.S. Patent No. 5,198,541, U.S. Patent No. 5,641,874 and U.S. Patent No.

6,287,811, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent and the legal title to U.S. Patent No. 5,198,541, U.S. Patent No. 5,641,874 and U.S. Patent No. 6,287,811 is commonly owned, this agreement to run with any patent granted on the above-entitled application and to be binding upon assignee and its successors or assigns.

Assignee does not disclaim any terminal portion of the term of any patent granted on the above-identified application prior to the expiration date of the full statutory term of any of U.S. Patent No. 5,198,541, U.S. Patent No. 5,641,874 and U.S. Patent No. 6,287,811, in the event that any of U.S. Patent No. 5,198,541, U.S. Patent No. 5,641,874 and U.S. Patent No. 6,287,811 later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or in part or is terminally disclaimed under 37 CFR 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title stated above.

Respectfully submitted,

DATED: September 26, 2005



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## A S S I G N M E N T

We, Peter Elsbach a citizen of the United States of America residing at 440 East 23rd Street, New York, New York 10010 and Jerrold Weiss a citizen of the United States of America, residing at 283 Avenue C, New York, New York 10009, (hereinbelow called "ASSIGNORS") in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration receipt and sufficiency of which is hereby acknowledged paid to us by New York University, a corporation organized and existing under and by virtue of the laws of the State of New York, having a place of business at 70 Washington Square South, New York, New York 10012 (hereinafter called the "ASSIGNEE"), do hereby sell and assign to the said ASSIGNEE, its successors and assigns, its entire right, title and interest throughout the world in and to the invention of us as more fully described and claimed in United States patent application entitled: BIOLOGICALLY ACTIVE BACTERICIDAL/PERMEABILITY-INCREASING PROTEIN FRAGMENTS, filed August 5, 1988, Serial No. 228,035 which was invented by us, and in and to all patent applications and patents therefor in any country including divisions, renewals, reissues, continuations, continuations-in-part, additions, re-examinations and extensions of such patents or applications, to be held and enjoyed by such ASSIGNEE, its successors, assigns or other legal representatives, to the full end of the term or terms for which such patents may be granted, as fully and entirely as the same would have been held and enjoyed by the ASSIGNORS if this assignment and sale had not been made.

ASSIGNORS hereby agree to sign and execute any further documents or instruments that may be necessary, lawful, or appropriate in the preparation, filing and prosecution of patent applications for said invention or in the preparation and prosecution of any continuation, continuation-in-part, substitution, division, renewal, reissue, extension or addition of patent applications or in any amendment, extension, protest, re-examination, public use or interference proceedings, or otherwise to secure the title thereto in said ASSIGNEE.

ASSIGNORS hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any Letters

Patent for said invention to said ASSIGNEE.

Dated: 10/6/88

Peter Elsbach  
Peter Elsbach

Dated: 9/20/88

Jerrold Weiss  
Jerrold Weiss

STATE OF New York  
ss.:  
COUNTY OF New York

On this 6<sup>th</sup> day of October, 1988, ~~1987~~,  
before me personally appeared Peter Elsbach, to me personally  
known, and signed the foregoing instrument in my presence, and  
duly acknowledged the same to be his free act and deed.

(SEAL)

Anna C. Dallas  
Notary Public

STATE OF New York  
ss.:  
COUNTY OF New York

On this 20<sup>th</sup> day of September, 1988, ~~1987~~,  
before me personally appeared Jerrold Weiss, to me personally  
known, and signed the foregoing instrument in my presence, and  
duly acknowledged the same to be his free act and deed.

(SEAL)

Anna C. Dallas  
Notary Public

(C)